Exhibit A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
IN SEATTLE

MICROSOFT CORPORATION,)
)
Plaintiff,) No. C10-1823JLR
)
v.)
)
MOTOROLA, INCORPORATED,)
)
Defendant.)

TELEPHONE CONFERENCE

BEFORE THE HONORABLE JAMES L. ROBART
UNITED STATES DISTRICT COURT JUDGE

February 13, 2012

APPEARANCES:

For the Plaintiff: Arthur Harrigan
DANIELSON HARRIGAN LEYH & TOLLEFSON

For the Defendant: Jesse J. Jenner
ROPES & GRAY

Also Present: Christopher Wion
Lynn Engel
Ralph Palumbo
Philip McCune
Andy Culbert
Rick Cederoth
Steve Pepe

THE COURT: Good afternoon, counsel. This is Judge Robart.

MR. WION: Good afternoon, your Honor.

MR. HARRIGAN: Good afternoon.

THE COURT: Why don't we do appearances, and then we will go from there?

MR. HARRIGAN: Your Honor, this is Art Harrigan. With me around this telephone are Chris Wion, my partner, and Andy Culvert from Microsoft. On the phone from Chicago is Mr. Cederoth from the Sidley firm.

THE COURT: All right. Who is going to be speaking on behalf of Microsoft?

MR. HARRIGAN: I will be, your Honor.

RALPH PALUMBO: This is Ralph Palumbo on behalf of Motorola. I believe on the phone we have Mr. Jenner --

MR. JENNER: Good morning, your Honor.

RALPH PALUMBO: -- Mr. McCune, Ms. Engel. Is there anyone else on the phone?

MR. PEPE: Yes, Steve Pepe here. With me is Jesse Jenner. Kevin Post is on the phone in another of our offices.

RALPH PALUMBO: And Mr. Jenner will be speaking for us, your Honor.

THE COURT: Thank you. Counsel, just in your honor I am wearing my black robe since that makes me

infallible.

I am here to announce that we are opening the second front in this war, namely the RAND contract issues. I am hoping that you all will help me feel my way through this.

I will tell you that we are within a week to ten days of ruling on Microsoft's motion for partial summary judgment, which is found in the docket at 77. Anything that I say today shouldn't be taken as we have made up our mind on that, but there are obviously some issues in there that we will need your help with.

Just so that we will get off on a solid footing here, in Microsoft's memorandum, Page 9 of 31, it sets forth what it says are the four summary judgments -- partial summary judgments that it seeks in this. The first of which is, and I am reading Microsoft's language, "Motorola entered into binding contractual commitments with the Institute of Electrical and Electronics Engineers," parens, IEEE, "and the International Telecommunications Union," parens ITU, "committing to license its declared-essential patents on RAND terms and conditions."

Now, I understand those to be the 802.11 WLAN, W-L-A-N, and capital H period 264 Technologies.

As best we can tell, no one thinks that is inaccurate, but since I am putting words in Motorola's mouth, I will ask them first.

MR. JENNER: Your Honor, yes, those are the two standards that I understand -- I guess I am interpreting what you are reading from your paper. But those are the standards that I interpret us to be talking about, the 802.11 having to do with wireless, and the H.264 having to do with video.

THE COURT: Is the first part of that sentence also accurate, that you entered into binding contractual commitments with IEEE and ITU, committing those to that RAND process?

MR. JENNER: Well, yeah, that is really what the issue is, your Honor, in terms of what the assurance is. The assurance is that we would -- that Motorola agreed to license those standard essential patents on RAND terms.

THE COURT: All I am asking is -- I think you just agreed with me. I am not asking you if you did it or not, I am just asking you if that's what you are supposed to do. I think the answer to that is yes.

MR. JENNER: Yes. Enter into a license on RAND terms, that's right.

THE COURT: The second point that Microsoft asked the court to declare is, and I will quote, "Microsoft is a third-party beneficiary of Motorola's commitments to the SSOs." Once again, let's stay away from the precise terms that were offered and asked as a conceptual matter. I

think there is also no disagreement on that. Mr. Jenner, am I correct on that?

MR. JENNER: Your Honor, that is correct, we would agree that Microsoft can fairly claim to be the third-party beneficiary of the assurance.

THE COURT: Now we get into the fun part. Number three in Microsoft's list is, "When offering a license to a third-party beneficiary of Motorola's commitments to the SSOs," Microsoft phrases it, "Motorola must offer RAND terms and conditions."

I'm reading that as a legal matter. And I would say, yes, that is true, because that's what your agreement says, is that you will offer them on RAND terms and conditions. If you read that, however, to be, must Microsoft make an offer which is within the range of RAND terms and conditions, then you set up what I believe to be Microsoft's issue in this, which is the contention that, no, the terms were so outside the available bandwidth that it is not RAND terms and conditions.

Bear with me, but I think what that then asks me to do in that third one is to determine what the RAND terms and conditions for those two technologies are so that I may then attempt to determine if Motorola's offer to Microsoft was within that range.

Mr. Jenner, is that an accurate statement of what your

contending the issue is in this?

MR. JENNER: No, your Honor. Actually, it is Microsoft's contention, but I will state my two cents on this. First of all, we do not agree that the offer must itself be RAND terms, because nobody knows at the time of the offer what the other party is going to think the RAND terms are. We contend that the final agreement must be RAND terms. But even if you were to conclude that the offer itself must be RAND terms, we submit that Motorola did offer RAND terms. And that gets to the conclusion indeed it would require your Honor to figure out what RAND terms are, either for purposes of the offer or the final agreement. That's why we submit that is a factual issue.

THE COURT: All right. Mr. Harrigan, would you like to respond to that analysis?

MR. HARRIGAN: Yes, your Honor. First of all, the issue as stated addresses the fact that Motorola's contention is that it can make an exorbitant demand for standards-essential technology and still be complying with its RAND obligations as long as it will eventually enter the RAND arena. That is the fundamental issue in this case.

Our position is very clearly that -- And I think the court may have said itself, you can't comply with your RAND obligations if you start the negotiation by demanding

an exorbitant royalty. We believe that is a distinct and very important legal issue. If the court agrees that is the obligation they have under the contract, then we have a shot at getting these parties actually to enter the RAND arena. If the court concludes that Motorola is correct, in that it can literally make an outrageous royalty demand without breaching its RAND obligations, as long as it says it is willing eventually to arrive at a rate that is within the RAND arena, then they will continue to use this holdup technique that they are using, where they threaten an injunction if Microsoft or other parties do not negotiate in response to an outrageous demand. And so I think that that issue as stated there is an important and distinct issue.

The next question is whether in fact their current -- the demand embodied in their two demand letters --

THE COURT: Let's stop there for a minute, if I can cut you off. Answer me this: How do I get out of this very dark inside of this paper bag? Motorola says, this technology is so wonderful that a RAND term appropriately is $1 a unit. Microsoft responds, this is run-of-the-mill stuff, you're lucky we are buying it, the RAND term is 1¢ a unit. Whose view of what is the RAND term do I accept, or is there a third alternative, which is I determine the RAND value, and then see if it is

necessary to answer question three, namely was the initial offer inside it?

MR. HARRIGAN: Your Honor, I think, first of all, the way that we have approached this reflects the terms and conditions of the letters that we received. And that is, this is not a matter of is this technology worth a royalty of 2.25 percent. This is a matter that they are asking for 2.25 percent of the end-product price of products where their contribution to the technology varies over an enormous range, and in most cases is minute.

We believe that the court does not need to decide what the RAND arena is in order to decide these summary -- this summary judgment motion. The court merely needs to conclude what a RAND rate is not. It is not 2.25 percent of the price of, for example, a $300 laptop with Microsoft's operating system in it, and a $2,000 laptop with Microsoft's same operating system in it, to which Motorola's contribution in both cases is infinitesimal compared to the value of the operating system, much less the product.

In other words, this is internally disproportionate to the pricing base on which the 2.25 percent is based. It cannot be RAND, because it bears no relationship to the proportionate contribution of the technology when you base the rate on a price that doesn't reflect the value of that

technology -- or I should say a wide range of prices, none of which reflect the value of that technology.

THE COURT: Mr. Jenner, would you like to respond?

MR. JENNER: Thank you, your Honor. First of all, I would start by saying I think Mr. Harrigan has just made the point for me, that this is replete with fact issues. Everything that he raised requires the court to make determinations as to what is or is not reasonable.

I think you have to go back to the policy of the standards committee in which the standard, to which Microsoft is a beneficiary, states that they take no position on what a RAND rate is, they leave that to the parties to negotiate.

I am not suggesting that Motorola should come in and say we want 50 percent royalty on all your products, but I think it is appropriate for Motorola to make a starting offer and expect to enter into negotiations, which is what the standards bodies expect.

But any way you approach this, whether you have the benefit of prior negotiations or have to look at this afresh, your Honor is being called upon, if it goes this far, to make an analysis of all the factors that would be determinative of what a reasonable and nondiscriminatory offer would be, whether that is value of the technology, number of patents that a party has, proportionate value of

the patents, prior offers that are similar as to which this royalty rate could be compared, and so on. Every single aspect of that requires fact determinations.

So while this is something your Honor may need to get into in a trial, I submit that it is not the least bit appropriate for determination on summary judgment.

THE COURT: Well, let's set aside that question for a moment. My reading of that policy statement is that you couldn't convince the IEEE to say that 10¢ a unit was the proper royalty. I am not sure that I can carry it as far as Motorola reads that.

It seems to me that they are using the term "reasonable," and they are not giving us a lot of landmarks as to what that word means. This really is the key for the court in this.

All right. Gentlemen, that's helpful. Let me tell you where I am thinking about going, and ask for your comment on it. I am going to be setting a discovery cutoff for what we call the breach of contract claims, what you call the RAND claims. I am inclined to do that somewhere in June, simply because I don't want to spring this on you. If you tell me that you can do it earlier than that, I would welcome that news.

And then we'll set up a mini-trial on the question of what the contract means. It seems to me I need to know

what the contract means. It may be that Mr. Harrigan is correct, and that I can interpret the contract to put some offers completely out of bounds. It seems Mr. Jenner just conceded that at some point he would agree with that. I think his standard was 50 percent of the price of the product. If that is the principle that is established, then we are just negotiating about the price, in the famous words of Winston Churchill.

The question then would be, setting aside a determination of what that rate should be, I would hope to clear the decks on the question of what the contract means. I appreciate that -- There may be some chance that once you know what the contract means, you would rather have the businesspeople deciding what the royalty rate is, as opposed to eight good citizens of the Western District of Washington.

In terms of when that trial would take place, it could possibly be as early as this summer. It depends in part on what you are telling me is the status of discovery.

Just to change this up, Mr. Jenner, I will start with you. Where are you on discovery, and how does that idea as a way to proceed strike you?

MR. JENNER: Your Honor, the general framework is something we can work with. I guess the only thing I would suggest is that your Honor consider reverting to the

prior schedule for purposes of RAND only. The difference would be, I think instead of a June discovery cutoff -- and I will explain why in a moment, we would like to stick with the July cutoff that you had before. The reason for that is that we had -- as I think you know, we had a large trial in International Trade Commission in January. All the parties -- certainly all of Motorola's resources have been directed towards preparing for and conducting that trial. And we did that with the reliance on that July discovery cutoff, so that we could get the discovery we wanted for this done between now and July.

We have in mind probably at least about a dozen depositions I can reel off, if you want to hear about them. We think that we need this time between now and the original cutoff to be assured of having the full opportunity to prepare for the eventual trial.

We also think, based on the recent experience that we had in the Trade Commission case, where the parties had expert witnesses dealing with the policies of the standards organizations as they affect what the contract means, that your Honor would benefit from similar expert testimony, so that there should also be a window of expert testimony.

I would submit that the schedule that you originally had which headed towards, I believe, a November-ish trial

date would accommodate all of that. It would not have any of the patent issues, obviously, but it would still work for the contract issues, and it would give us the time that we thought we would have originally for getting the discovery done.

THE COURT: I will ask Mr. Harrigan next. I will tell you, unlike the Court of International Claims, I don't have an unlimited amount of time. Your trial in this matter is probably going to be slotted for six days. However you want to spend your part of it, that's fine. I have tended not to find expert witness testimony terribly helpful. Mr. Harrigan.

MR. HARRIGAN: Yes, your Honor. There are a number of factors that I think the court should consider in determining the timing here. First of all, we did file this case before both the proceeding in Germany and the ICC proceeding to which counsel just referred. There are potential injunctions being sought in both of those proceedings that would be very injurious to Microsoft. One of the items of relief we are seeking on the two motions -- the two partial summary judgment motions now before the court is a determination that there will be no -- there is no injunctive relief available, A, in the RAND context, and, B, in particular in this situation, because Microsoft remains entitled to a RAND license, and

has stated it will accept a RAND license. I believe that the court can rule on summary judgment on that issue without any discovery.

We obviously also believe, your Honor, that you can rule on the issue of -- on the motion to which we have been directing our attention so far today without any discovery. We believe that the question of whether Motorola can make an outrageous, non-RAND demand, and still be complying with its RAND obligations is a pure legal issue that the court can decide without the discovery.

We also believe that the question of whether the offer or demands that it made are RAND can be decided without presenting any disputed issues of fact.

If you look at our presentation on that, and I will not repeat what I said before, it can be readily determined from undisputed facts regarding the prices of these products and the role of Motorola's technology in those products that a flat 2.25 percent rate, based on end-product price over widely varying prices with a single level of contribution, is not reasonable.

Your Honor, the real point here, however, is that Motorola is using this holdup technique, making an outrageous demand and threatening an injunction. It is using it in the German proceeding, it is using it in the

ICC proceeding.

If the parties are ever going to get into the RAND arena and negotiate a license the way this system is set up, the first thing that needs to happen is that Motorola needs to be told by a federal court that they cannot use this technique, and that what they have demanded in these letters is, based on undisputed facts, an outrageous demand that is not within the RAND arena, and is therefore a breach of their obligations. That ruling would have literally worldwide significance, both in this case and in other cases. In particular, it would have an impact on these two pending matters in the ITC and in Germany, both of which rulings are going to be made before the court would ever get to an answer in this case based on the schedule that your Honor just outlined.

That is why we filed these motions last summer, because of the importance of getting this determination, to put an end to the methodology and tactics that Motorola has been using, and which it is continuing to use. If it is once determined that what they have done here is a breach of its RAND obligations, then this case will go back to being like all the other RAND negotiations are supposed to be, and Microsoft can use the standard without worrying that it is going to be forced to pay an exorbitant rate or be enjoined, and the parties will know

that they are going to have to negotiate a real RAND rate, and they will do it.

But as long as Motorola thinks it can get by with this tactic that it uses, we are never going to get there. Their basic approach is, we are allowed to make any exorbitant demand we want without breaching our obligations, and as long as we are willing to say we will eventually arrive at a RAND rate, then we are okay. In fact, that is an abuse of the standards and the purpose of the standards. It is what this -- it is what all of these disputes are about. That's why we are asking this court to make this ruling, which we believe can be done in rather short order.

One of the suggestions we were going to make is, we have a Markman hearing scheduled for March the 9th. And I think that the court could potentially defer that until June, when the second one is set for, and use that time to deal with the issues presented on these motions, which we believe are urgent and fundamental.

THE COURT: There are two paths that you have set out for me, Mr. Harrigan. One is that all Mr. Jenner needs to do is agree that Motorola's demand was outrageous and not RAND. Somehow I don't think he is going to do that. And, secondly, none of the briefing that I have seen coming out of Microsoft addresses the argument I

think you are now making, which is, Judge, there are some factual situations where the parties don't -- they agree on the facts, they don't agree on the implication that is drawn from them, but it is so outrageous or beyond the realm of reality that I can ignore the genuine issue of material fact under the old CR 56 standard, and rule rather in the abstract. Do you have any authority for that proposition?

MR. HARRIGAN: Your Honor, the ruling in the abstract I believe is issue number three, which is that Motorola is not allowed to make an outrageous demand outside the RAND arena simply because it says it will later negotiate a RAND rate. That is a legal issue. That demand -- If we assume that it is exorbitant, that demand is a breach of contract.

The second question is --

THE COURT: Stop there. Save the second question.

Mr. Jenner, are you contending, as I thought you were in your pleadings, that you thought your offer was a RAND offer, and that your other simultaneous argument is that it is simply -- you need to begin negotiations? Did I misunderstand that is your position?

MR. JENNER: No, your Honor. The fundamental and primary submission we make is that our offer was in fact reasonable RAND. In fact, when the time comes to adduce

what the facts are, we are going to show your Honor [redacted] -- This was all brought into the ICC proceeding. These are [redacted] We are not hanging our hat on the notion that we can offer anything, even though we think that is what the proof will show the policies permit. We are going to submit that we made a RAND offer [redacted], and that as a factual determination it was reasonable.

Can I address a couple of the other points that Mr. Harrigan made?

THE COURT: I will give you that chance in a moment here. Mr. Harrigan, I cut you off before you got to your second point.

MR. HARRIGAN: Your Honor, I would like to point out that Mr. Jenner did state that their position is that they do not have to make a RAND offer coming out of the box. We believe that is a legal issue, and that is clearly what they contend in their papers, and that the court should decide that legal issue.

The second issue is, are there material issues of fact

regarding whether the demands they made are outside a RAND arena? We believe, if you look at the undisputed facts that we have presented in our motions, it is clearly an unreasonable demand to say you get 2.25 percent of the price of a $300 laptop with Microsoft's operating system in it, and a $2,000 laptop with the identical operating system in it, where Motorola's only contribution to that product is exactly the same, a small part of Microsoft's operating system.

If you look at their letter, your Honor, they identify the products. Every laptop. That is what they say, each laptop, each cell phone, the whole range of pricing, where the prices vary based on what kind of case it is in, how much memory it has, how fast it is, all the other things that have absolutely nothing to do with Motorola's technology. In other words, there are no factual disputes about the wide variation and pricing and the fact that it has nothing to do with Motorola's technology.

Therefore, as a matter of undisputed fact, their 2.25 percent demand for end product -- based on end-product pricing is unreasonable.

Now, you don't have to decide what is reasonable in order to decide what is unreasonable on the basis of those facts.

If you look at their brief in response to ours, what

do they say? They say, well, [redacted]. Well, they do not provide the court with any evidence of a comparable situation, that is, a situation where they have gotten 2.25 percent of the prices of a wide range of products without any relationship to the contribution of their technology. If they could show that, that might set up some kind of a factual dispute. Although, in reality, what it would demonstrate is this strategy has worked before.

But in fact, they have -- The point here is, your Honor, if you look at these letters, these specific demands, the specific products they list as to which this 2.25 percent rate applies, and the undisputed fact that their technology does not change in the context of those different products, and yet the prices vary over orders of magnitude, a 2.25 percent flat rate based on end-product prices cannot be reasonable. And there is no material fact question there.

Now, if you agree with us after looking at these materials, and rule that in fact their demand is a breach of their obligation to propose and offer a RAND royalty, that should put this case -- that should make this case like every other case, where the courts don't have to decide anything, because the parties will then be in a RAND arena and Motorola's tactic will have been held to be

a breach of its obligations.

THE COURT: I wish I had more of those cases in my docket where I didn't have to decide anything.

Mr. Jenner, it is your turn.

MR. HARRIGAN: Your Honor, I have one other question. I am sorry to interrupt. We would also like to know, in view of the fact that this issue was placed before this court last summer, whether Motorola will agree that it will suspend any request for injunctive relief in the ITC -- or exclusion order in the ITC, and injunctive relief in the German case, while the court decides this question, rather than have -- places where this issue is not squarely presented as it is here, dealing with it.

THE COURT: Mr. Jenner, I think that question was addressed to you.

MR. JENNER: I will start with that then, your Honor. First of all, I find it very interesting and strange that Microsoft is invoking your Honor's time as a way to address further the same questions that it is in fact addressing in Germany and in the ITC. I know for a fact, because I was in the ITC proceeding, that they are raising similar RAND defenses there. So it is not as if they don't have an opportunity to raise these defenses where they think they apply.

I am a little surprised to hear that the actual

purpose of what they are asking your Honor to do is not to rule per se for the benefit of the Seattle litigation, but rather to do something that they can invoke and carry over to Germany and the ITC instead of raising their defenses where those cases are in existence.

Be that as it may, we are going to take the position based in part on the testimony [redacted] that one is entitled, in the absence of negotiations, to pursue all available IP remedies, including injunctive relief. This has been stated by Microsoft's own manager of standards. That is part of the reason why we think we need discovery.

I understand full well why Microsoft would like to cut us off completely from the opportunity to have our discovery, but by the same token, the issues they are raising are the reasons why we need our discovery.

We believe that there are a number of sources of information that we ought to have the opportunity to pursue consistent with the schedule that was previously in place.

We don't think the fact that they want your Honor to weigh in on proceedings in Germany and the ITC is a reason why our right to discovery should get aborted.

They say they stated they will accept the RAND license. The way I read their pleadings, it doesn't say

that at all. They have basically taken the position that they want your Honor to rule that they are entitled to a RAND license, but to this very day they still continue not to ask for one. And the standards organizations all talk about licenses being made available to applicants. They continue to refuse to apply for a license. They continue to refuse to accept any of the patents as essential. They certainly haven't in the complaint they filed asked your Honor to determine what a RAND rate is, even though at some point it may come down to that.

I submit, your Honor, [redacted].

If they want to say that the end product is the wrong product on which to apply the royalty rate, they can do that in negotiations. [redacted] They refuse to do that. Instead, they want your Honor to become the arbiter in the way of an advisory opinion as to what the rate is.

We submit that the evidence will show [redacted] But the point for present purposes is that is inherently factual. Everything that Mr. Harrigan says raises one factual issue after another as to reasonableness, as to how it compares with other things, whether or not and why it is too big or too little. Every last bit of that is a factual question, going to reasonableness and related considerations.

I don't imagine how that can be appropriate for summary judgment, but of course we leave that to your Honor. We appreciate that you are going to decide that soon, and we will deal with that.

But as far as further proceedings, I don't think that counsel has raised a justification, wanting to take this to foreign courts and the ITC, for depriving Motorola of the right to take discovery that it thought it was going to be able to get in an orderly process leading to trial.

I notice that your Honor said you are probably not much interested in expert testimony. I do want you to know that a number of experts, including people who sat on the standards organizations patent policy committee, did give testimony in Washington -- in the ITC proceeding. I would submit to your Honor we would try to explain to you in a submission, if you would take it, why we think that would be helpful.

But whether or not the expert phase is something your Honor wants, we do believe that the original fact discovery period shouldn't be taken away from Motorola, even if Microsoft doesn't want it.

MR. PALUMBO: Your Honor, this is Mr. Palumbo. Just on the schedule, you mentioned June. I think the existing discovery cutoff is June 15, and then there is a July 24 dispositive motion cutoff. It sounds like both of those would work for your Honor. It would work for Motorola. I am new to this, but given that Motorola has evidence in the summary judgment record that it has

[redacted]

I don't see, facing that evidence, how you could decide that this is, as Mr. Harrigan contends, so exorbitant that it is outside the range. Nor can I imagine how Motorola could figure out the value of these patents to this broad range of differently priced Microsoft products without sitting down and discussing and negotiating with Microsoft as to all those products, something which Motorola has repeatedly said it is willing to do.

So if we simply proceed with the existing schedule on the discovery and dispositive motion cutoff, the parties have the opportunity, if they choose to do so, to attempt to negotiate a RAND term in the interim. But ultimately,

if they are not able to do it, you will have to decide the specific RAND terms.

I think in order to decide whether something is or is not RAND, you have to decide what RAND is for these products and these patents.

UNIDENTIFIED ATTORNEY: Your Honor, may I make a few comments?

THE COURT: Actually, no, we are running out of time here. Mr. Palumbo, you may be new to the party, but you do know the record, which is that it is a June discovery cutoff.

MR. JENNER: Your Honor, this is Jesse Jenner. I apologize for thinking it was July.

MR. HARRIGAN: I would like to make -- read one sentence out of our reply brief that will refute a statement that counsel made.

THE COURT: All right.

MR. HARRIGAN: The reply brief states, "Microsoft is seeking and remains ready and willing to take a license to Motorola's H.264 and 802.11 declared-essential patents on RAND terms." That is at page 9.

Microsoft has in fact stated that it will do that. It has actually put a deposit of [redacted] in place in the particular German case for purposes of getting a RAND license on what it believes to be RAND terms.

Based on the fact that the court is running out of time, I will not further respond to Mr. Jenner's arguments, other than to say that whether the other side needs discovery depends -- needs discovery to respond to these motions depends upon whether there are actual material disputed facts. And for the reasons I have previously stated, we believe there are not. There will be disputed facts if the court has to actually set a RAND rate. We don't think there are such disputed facts for the court to determine that the demands we got are not RAND.

THE COURT: Thank you. This has been helpful. As I mentioned, we will be ruling on Microsoft's motion, found currently in the docket at 77. You do have some deadlines in the case schedule. I would urge you all to take a look at those. I am not inclined to move them up in terms of cutting things off, but I have very little interest in moving them out either.

I will close simply -- It seems to me what I have taken away from this discussion is, there are some obviously contested issues of fact. If we are looking at this from a reasonableness point of view, we will do some investigation on the question of is unreasonableness something that I can decide as a matter of law.

Counsel, thank you for making yourselves available.

We will be in recess.

MR. HARRIGAN: Your Honor --

THE COURT: Mr. Harrigan, that was your voice?

MR. HARRIGAN: That was my voice, your Honor.

Thank you.

THE COURT: Bye.

(Adjourned.)

CERTIFICATE

I, Barry L. Fanning, Official Court Reporter, do hereby certify that the foregoing transcript is true and correct.

S/Barry L. Fanning

_____
Barry L. Fanning